

1 MANATT, PHELPS & PHILLIPS, LLP
2 Charles E. Weir (Bar No. CA 211091)
cweir@manatt.com
3 Nicholas Frontera (Bar No. CA 307479)
nfrontera@manatt.com
4 2049 Century Park East, Suite 1700
Los Angeles, CA 90067
5 Telephone: (310) 312-4000
6 Facsimile: (310) 312-4224

7 SHUKAT ARROW HAFER WEBER & HERBSMAN, LLP
Dorothy M. Weber, Esq. (admitted *pro hac vice*)
8 dorothy@musiclaw.com
494 Eighth Avenue, Suite 600
9 New York, NY 10001
10 Phone: (212) 245-4580
Fax: (212) 956-6471

11 *Attorneys for Plaintiffs*
12 EXPERIENCE HENDRIX, LLC and AUTHENTIC
HENDRIX, LLC
13

14 UNITED STATES DISTRICT COURT
15 CENTRAL DISTRICT OF CALIFORNIA
16

17 EXPERIENCE HENDRIX, LLC and No. 2:18-cv-07429-VAP-MRW
AUTHENTIC HENDRIX, LLC,

18 Plaintiffs,

19 vs.

20 ANDREW PITSICALIS, ROCKIN
21 ARTWORK, LLC, PURPLE HAZE
22 PROPERTIES, LLC, PURPLE
HAZE DESIGNS, INC., and
23 MELISSA LEMCKE,

24 Defendants.
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PERMANENT INJUNCTION

Plaintiffs Experience Hendrix, L.L.C., a Washington Limited Liability Company, and Authentic Hendrix, LLC, a Washington Limited Liability Company (collectively the “Hendrix Companies” or “Plaintiffs”), having filed a fraudulent conveyance Complaint against defendants Andrew Pitsicalis, Rockin Artwork, LLC, Purple Haze Properties, LLC, Purple Haze Designs, Inc., and Melissa Lemcke (collectively, “Defendants”).

WHEREAS, Defendant Andrew Pitsicalis entered into a Two Million (\$2,000,000.00) Dollar Judgment and So Ordered Permanent Injunction in *Experience Hendrix, L.L.C., Authentic Hendrix, LLC v. Andrew Pitsicalis, Leon Hendrix, Purple Haze Properties, LLC, Rockin Artwork, LLC et al.*, U.S. District Court, Southern District of New York, Case No.: 1:17-cv-1927 (PAE) (the “SDNY Action”), whereby Pitsicalis acknowledged and judicially admitted that Jimi Hendrix’s name, image, or likeness has not been and are not in the public domain; acknowledged and judicially admitted that Jimi Hendrix song titles or lyrics, or any other copyrights have been and are not in the public domain; acknowledged and judicially admitted that Jimi Hendrix trademarks have not been and are not in the public domain.

WHEREAS, Defendant Melissa Lemcke and Purple Haze Designs, Inc. admit having received the Injunction and Judgment entered in the SDNY Action; and

WHEREAS, Defendants now hereby stipulate to an injunction and judgment in favor of Plaintiffs and against Defendants based upon the Judgment being entered herein;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that injunctive relief is granted in favor of Experience Hendrix, L.L.C. and Authentic Hendrix, LLC, and that the Defendant Melissa Lemcke, Defendant Purple Haze Designs, Inc., her corporate entities, successors, assignees, designees, officers, directors, employees,

1 agents, partners, representatives, affiliates and those who receive actual notice or
2 knowledge of this injunction by personal service or otherwise, are perpetually
3 ordered and are perpetually restrained and enjoined as follows:

4 **PERMANENTLY ENJOINED FROM:**

5 1. Using the name “Jimi Hendrix”, the name “Jimi”, the name “Hendrix”,
6 in any configuration; using any Plaintiffs’ registered or pending trademarks that
7 incorporate the name, image or likeness of Jimi Hendrix or the words Jimi or Hendrix
8 (hereinafter collectively “Hendrix Marks”); using any of Plaintiffs’ copyrighted
9 material (including, but not limited to, Jimi Hendrix’s voice, audio recordings, film
10 footage and/or music, or any part or portion thereof; using a song title or song lyrics
11 written by Jimi Hendrix or performed by Jimi Hendrix or any part thereof associated
12 with Jimi Hendrix) (hereinafter “Hendrix Copyrighted Material”) or any image,
13 likeness or signature of Jimi Hendrix, all whether claimed to be fair use or otherwise,
14 in any manner, including but not limited to the sale, naming, identifying, offering for
15 sale, marketing, labeling, packaging, promotion, distribution or advertising of any
16 product or service, or in connection with any goods and services;

17 2. Using the name and words and marks “Jimi”, “Hendrix” and/or “Jimi
18 Hendrix”, including but not limited to the trademarked Jimi Hendrix signature or any
19 script signature of any kind or nature; and/or the Jimi Hendrix signature from the
20 album *Axis: Bold as Love* or any variation thereof in any script, in any manner,
21 including but not limited to the sale, naming, identifying, offering for sale, marketing,
22 labeling, packaging, promotion, distribution or advertising of any product or service
23 or business name;

24 3. Preparing or assisting anyone in the preparation of any interviews,
25 books, articles, television or motion picture productions or other creation of any kind
26 or nature whatsoever directly, or indirectly by implication, concerning or relating to
27 Jimi Hendrix, Janie Hendrix, Al Hendrix or any Hendrix family member, including
28 Leon Hendrix (“the Hendrix Family”), Plaintiffs, this action, any other action

1 between the Defendants Andrew Pitsicalis and Leon Hendrix, including, without
 2 limitation, any material concerning any person, whether or not fictional, whom any
 3 member of the public could or might associate with Jimi Hendrix, the Hendrix
 4 Family, and/or Plaintiffs (regardless of whether or not there shall appear any
 5 disclaimer purporting to dissociate such fictitious person with Jimi Hendrix, and/or
 6 Plaintiffs or the Hendrix Family);

7 4. Engaging or causing any third party to engage in any other activities
 8 constituting copyright infringement or trademark infringement, of every kind or
 9 nature, unfair competition, trademark dilution, trademark disparagement or any other
 10 violation of the Hendrix Marks and Hendrix Copyrighted Material listed above in
 11 paragraph 1;

12 5. Aiding, abetting, encouraging or inducing any third party to do any of
 13 the acts enjoined; and

14 6. Holding themselves out in any manner whatsoever as being licensed by,
 15 associated with, or in any manner affiliated with Hendrix or Jimi Hendrix, directly
 16 or indirectly.

17 **IT IS FURTHER ORDERED** that, the Plaintiffs shall not be required to post
 18 any bond with the Clerk of the Court.

19 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED:**

20 1. that this Court retain jurisdiction of the parties hereto for the
 21 purpose of any proceedings to enforce this Injunction;

22 2. that the parties hereto have waived appeal from this Injunction
 23 and Judgment; and

24 3. that this Injunction shall be binding upon and shall inure to the
 25 benefit of the parties hereto, and their respective successors and assigns.

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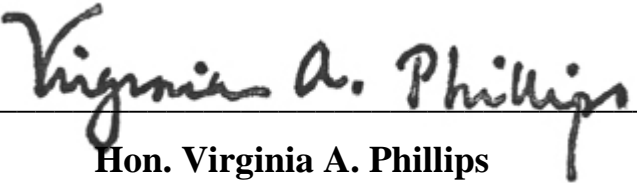
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1 4. As between the parties, the provisions of this Injunction shall be
2 and become effective immediately upon its execution by the parties, and need not
3 await execution by the Court.

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5 Dated: August 7, 2020 in Los Angeles, California

6 **SO ORDERED:**

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8 
9 Hon. Virginia A. Phillips

CONSENT, WAIVER AND STIPULATION

As between the parties, the provisions of this Injunction shall be and become effective immediately upon its execution by the parties, and need not await execution by the Court.

Melissa Lemcke

By: _____
Melissa Lemcke

Date: _____

Purple Haze Designs, Inc.

By: _____

Date: _____

Approved as to form:

By: _____
Dorothy M. Weber, Esq.
Attorney for Experience Hendrix, L.L.C. and Authentic Hendrix, LLC

Date: _____

Approved as to form:

By: _____
Cindy Tran, Esq.
Attorney for Defendants

Date: _____